



PATENT APPLICATION DECLARATION

(Attorney's Docket No.: HARI.127US0)

Each of the Applicants named below hereby declares as follows:

1. My residence, post office address and country of citizenship given below are true and correct.

2. I believe I am the original, first and joint inventor of the subject matter which is claimed and for which a patent is sought in the patent application entitled "MULTIPLE MODE COMMUNICATIONS SYSTEM," Serial No. 09/186,064, filed November 4, 1998, and I have reviewed and understand the contents of the specification, including its claims.

3. I acknowledge my duty to disclose to the Office all information known to me to be material to patentability of this application, in accordance with 37 C.F.R. Section 1.56, which is defined on the attached page.

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 1/11/99

Thomas N. Toombs

Thomas N. Toombs

Residence and
Post Office Address: 100 Hilltop Drive
Los Gatos, California 95032
(Citizenship: U.S.A.)

Date: _____

Micky Holtzman

Residence and
Post Office Address: _____
(Citizenship: _____)

Section 1.56 Duty to Disclose Information Material to Patentability.

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) prior art cited in search reports of a foreign patent office in a counterpart application, and
- (2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

- (1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or
- (2) It refutes, or is inconsistent with, a position the applicant takes in:
 - (i) Opposing an argument of unpatentability relied on by the Office, or
 - (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

- (1) Each inventor named in the application;
- (2) Each attorney or agent who prepares or prosecutes the application; and
- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.



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Date: _____

Residence and
Post Office Address: Thomas N. Toombs
100 Hilltop Drive
Los Gatos, California 95032
(Citizenship: U.S.A.)

Date: Jan 10, 1999

Residence and
Post Office Address: Micky Holtzman
14 OREN ST. POB 778
Kfar Vradim, ISRAEL 25147
(Citizenship: ISRAEL)

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- (3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of)
)
THOMAS N. TOOMBS and MICKY)
HOLTZMAN)
)
Serial No.: 09/186,064)
)
Filed: November 4, 1998)
)
For: MULTIPLE MODE COMMUNICA-)
TIONS SYSTEM)
)

San Francisco, California

Assistant Commissioner of Patents
Washington, D.C. 20231

POWER OF ATTORNEY BY ASSIGNEE

Sir:

The undersigned, having received the full right, title and interest in and to the above-identified patent application by way of a written assignment from Applicant(s), hereby appoints the practitioners of Majestic, Parsons, Siebert & Hsue P.C. who are associated with the Customer Number provided below to prosecute this patent application, to transact all business in the U.S. Patent and Trademark Office connected therewith, to receive the original Letters Patent, and to substitute or associate other attorneys on its behalf. I further direct that all correspondence be addressed to that Customer Number.

Customer No:



020227

PATENT AND TRADEMARK OFFICE

Assignee:

SanDisk Corporation

Dated: Jan 11, 1999

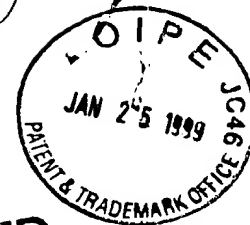
(Atty. Docket: HARI.127US0)

By: Daniel L. Auclair

Daniel L. Auclair

Title: Senior Vice President

CERTIFICATE UNDER 37 C.F.R. §3.73(b)



Applicants: THOMAS N. TOOMBS and MICKY HOLTZMAN

Serial No.: 09/186,064

Filed: November 4, 1998

For: MULTIPLE MODE COMMUNICATIONS SYSTEM

SanDisk Corporation., a corporation certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

☒ A. An assignment from the inventor(s) of the patent application identified above. A copy of the assignment is attached.

OR

☐ B. A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignment or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: Jan 11, 1999

Signature: Daniel L. Auclair

Name:

Daniel L. Auclair

Title:

Senior Vice President

HARI.127US0

ASSIGNMENT

WHEREAS, THOMAS N. TOOMBS, a resident of Los Gatos, California, and MICKY HOLTZMAN, a resident of _____, Israel, hereinafter referred to as "Assignors," have invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States entitled "MULTIPLE MODE COMMUNICATIONS SYSTEM," filed with the U.S. Patent Office on November 4, 1998, under Serial No. 09/186,064;

WHEREAS, SanDisk Corporation, a Corporation of the State of Delaware, having a place of business at 140 Caspian Court, Sunnyvale, California 94089, hereinafter referred to as "Assignee," desires to acquire the entire right, title and interest in and to said application, said invention, said improvements and all Letters Patent which may be granted thereon in the United States or any foreign country;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignors,

1. Assignors hereby sell, assign, transfer and convey to Assignee the entire worldwide right, title and interest in and to said application, said invention and said improvements, and in and to any and all Letters Patent on said invention and improvements that may be granted by the United States or any foreign country, including any divisions, substitutions, continuations in whole or in part, conversions, reissues, additions or extensions thereof, said interest to be held and enjoyed by Assignee as fully and exclusively as it would have been held and enjoyed by said Assignors had this Assignment and transfer not been made.

2. Assignors hereby warrant, covenant and represent that they have not heretofore granted any license, right or privilege with respect to said application, invention or improvements, or in any other way encumbered the same, and that they have the full right to make this Assignment.

3. Assignors further agree that at the request and expense of Assignee, but without charge to said Assignee, they will promptly execute all papers necessary or desirable to perfect ownership of said invention, improvements, applications or said Letters Patent, in said Assignee, and will execute all oaths and other papers, within the truth, that are necessary or desirable for prosecuting said application, for use in interference proceedings involving said

invention or improvements, for refiling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by Assignee, for reissuance or reexamination of said Letters Patent, or for the filing in foreign countries of applications for Letters Patent covering said invention or improvements.

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignors, their heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, we have executed and delivered to Assignee this instrument on the day(s) mentioned below.

1/11/99
Date

Thomas N. Toombs
Thomas N. Toombs

Date

Micky Holtzman

ASSIGNMENT

WHEREAS, THOMAS N. TOOMBS, a resident of Los Gatos, California, and MICKY HOLTZMAN, a resident of KEFAR VRADIM, Israel, hereinafter referred to as "Assignors," have invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States entitled "MULTIPLE MODE COMMUNICATIONS SYSTEM," filed with the U.S. Patent Office on November 4, 1998, under Serial No. 09/186,064;

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invention or improvements, for refiling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by Assignee, for reissuance or reexamination of said Letters Patent, or for the filing in foreign countries of applications for Letters Patent covering said invention or improvements.

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Date

Thomas N. Toombs

Jan 10, 1999
Date


Micky Holtzman